

# TERMS & CONDITIONS

# Esquire

**1** These terms and conditions apply to all advertising insertion orders placed by advertiser with Hearst Communications, Inc. ("Publisher") during 2021. Publisher will not be bound by any condition appearing on order blanks or copy instructions submitted by or on behalf of the advertiser when such condition conflicts with any provision contained in Publisher's rate card or with its policies, regardless of whether or not set forth in the rate card. All references herein to Advertiser include Advertiser's agency, if there is one, and Advertiser and its agency shall be jointly and severally liable for Advertiser's obligations hereunder.

**2** Publisher reserves the right to decline or reject any advertisement for any reason at any time without liability even though previously acknowledged or accepted. If an advertisement is accepted for publication, the advertiser agrees that it will not make any promotional references to Hearst Magazines without the prior written permission of the Publisher.

**3** Short Rates. Advertisers will be short-rated if the space upon which billings have been based is not used within the 12-month contract period.

**4** Agency commission: 15% to recognized agencies. Bills are rendered on publication date. Payment in U.S. currency required. Net due 30 days from invoice date. Interest will be charged at rate of 1.5% per month or, if less, the maximum lawful interest rate, on past-due invoices. New advertisers must either remit payment with order or furnish satisfactory credit references, subject to Publisher's discretion.

**5** The advertiser agrees to pay the amount of invoices rendered by Publisher within the time specified on the invoice.

**6** Orders 30 days beyond current closing date will be accepted only at rates prevailing, and only on a space-available basis (and subject to the other terms and conditions herein). Orders containing incorrect rates may be accepted and if accepted, charged at regular rates. Such errors will be regarded as only clerical.

**7** All agencies or direct advertisers must supply Publisher with a legal street address and not just a post office box.

**8** Orders specifying positions other than those known as designated positions are accepted only on a request basis, subject to the right of Publisher to determine actual positions.

**9** Advertisements in other than standard sizes are subject to Publisher's approval.

**10** Publisher is a member of the Alliance for Audited Media (AAM). Publisher reports its total circulation on an issue-by-issue basis which is audited by AAM. Publisher does not guarantee circulation to regional advertisers, and regional circulations reported to AAM are used only as a basis for determining rates. Publisher is entitled to a 5% shortfall on estimates for ads placed on a regional basis.

**11** Rates, conditions, and space units are subject to change without notice. Any discounts are applicable

during the period in which they are earned. Any and all rebates from earned discount adjustments must be taken by the advertiser within six (6) months following the period in which such rebates were earned or they will be deemed expired.

**12** Schedule of months of insertion and size of space must accompany all orders and are binding upon advertiser upon receipt unless terminated in writing prior to the applicable closing date(s). So-called "space reservations" are not considered by Publisher as orders or binding upon it in any way.

**13** Reproduction quality is at the advertiser's risk if Publisher's specifications are not met or if material is received after closing date even if on extension. All queries concerning printed reproduction must be submitted to Publisher within 45 days of issue date.

**14** Advertising film will be destroyed, if not ordered returned, 12 months after last use without liability.

**15** No rebate will be allowed for insertion of wrong key numbers.

**16** The advertiser agrees that in the event Publisher commits any act, error, or omission in the acceptance, publication, and/or distribution of their advertisement for which Publisher may be held legally responsible, Publisher's liability will in no event exceed the cost of the space ordered and further agree that Publisher will not under any circumstance be responsible for consequential damages, including lost income and/or profits.

**17** The advertiser represents that it not only has the right to authorize the publication of any advertisement it has submitted to Publisher, but that it is fully authorized and licensed to use (i) the names and/or the portraits or pictures of persons, living or dead, or of things; (ii) any trademarks, service marks, copyrighted, proprietary, or otherwise private material; and (iii) any testimonials contained in any advertisement submitted by or on behalf of the advertiser and published by Publisher, and that such advertisement is neither libelous, an invasion of privacy, violative of any third party's rights, or otherwise unlawful. As part of the consideration and to induce Publisher to publish such advertisement, the advertiser agrees to indemnify and save harmless Publisher against all loss, liability, damage, and expense of whatsoever nature ("Losses") arising out of copying, printing, or publishing of such advertisement ("Claims").

**18** In the event that any advertising campaign for advertiser includes sweepstakes, contests, email distribution and/or other promotional elements which are managed either by the advertiser or by the Publisher on behalf of the advertiser, the advertiser also agrees to indemnify and save harmless Publisher against any and all Losses arising out of the publication, use or distribution of any materials, products (including prizes) or services related to all such promotional elements provided by the advertiser including, without limitation, those arising from any Claims.

**19** The advertiser agrees to and does indemnify and save harmless Publisher from all loss, damage, and liability growing out of the failure of any sweepstakes or contest

inserted by them for publication to be in compliance and conformity with any and all laws, orders, ordinances, and statutes of the United States, or any of the states or subdivisions thereof.

**20** All orders accepted are subject to acts of God, fires, strikes, accidents, or other occurrences beyond Publisher's control (whether like or unlike any of those enumerated herein) that prevent Publisher from partially or completely producing, publishing or distributing Hearst Magazines.

**21** All advertisements must be clearly identified by the trademark or signature of the advertiser.

**22** Words such as "advertisement" will be placed with copy that, in Publisher's opinion, resembles editorial matter.

**23** Cancellations must be in writing. Cancellations for orders are not binding on Publisher unless in writing and received at least 45 days prior to the advertising closing date for inside or outside cover pages and for all inside pages, prior to the advertising closing date. Thereafter, orders may not be cancelled or changed by the advertiser without the acknowledgement and acceptance of Publisher. If orders are not timely cancelled, the advertiser agrees that it will be responsible for the cost of such cancelled advertisements.

**24** A copy of any proposed insert must be submitted to Publisher prior to printing of the insert. In no event shall Publisher be responsible for any errors or omissions in, or the production quality of any furnished insert.

**25** The advertiser agrees to reimburse Publisher for all fees and expenses, including its attorney's fees, incurred by Hearst in collecting or attempting to collect charges owed for advertising placed pursuant to this Agreement.

**26** The parties agree that the details contained on orders will be treated as confidential or proprietary information and shall not be disclosed to third parties.

**27** Should Hearst Publisher acquire any new magazines beyond the current list of publications, the advertiser will not be entitled to any discount with respect to such newly acquired titles during the term of this Agreement.

Claims for circulation base shortfalls must be made within **28** 6 months after publication of final AAM statements (the white sheets).

The advertiser is responsible for any and all rate base increases that occur throughout the contract **29** period. Rate base adjustments are NON-NEGOTIABLE.

**30** All issues related to advertising will be governed by the laws of the State of New York applicable to contracts to be performed entirely therein. Any action brought by advertiser against Publisher relating to advertising must be brought in the state or federal courts in New York, New York and the parties hereby consent to the jurisdiction of such courts.